BILL NO. S-75-06-28

SPECIAL ORDINANCE NO. S- 127-75

AN ORDINANCE approving contracts with WAYNE ASPHALT & CONSTRUCTION for Resolution 5688-1975
Resurfacing Program

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT

WAYNE, INDIANA:

SECTION 1. That the contracts dated June 16, 1975, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and WAYNE ASPHALT & CONSTRUCTION CO.. INC. for:

Contract D - \$62,900.05

Resurfacing Leesburg Road from S/P/L Spring Street to a point 340 feet  $\pm$  northwesterly to the Norfolk and Western Railroad; Brooklyn Avenue from S/P/L Taylor Street to the north pavement line of Covington Road

Contract E - \$103,028.75

Resurfacing Pettit Avenue from W/P/L Calhoun Street to E/P/L Fairfield Avenue, Calhoun Street from N/P/L Pettit Avenue to N/P/L Paulding Road

Contract F - \$55,067.00

 $\overline{Resurfacing} \ \mbox{Pettit Avenue from $W/P/L$ Anthony Boulevard to $E/P/L$ Gaywood Drive}$ 

for a total cost of \$220,995.80, all as more particularly set forth in said contracts which are on file in the Office of the Board of Public Works, and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

Read the fi	rst time	in full	and on motion b	y Mases	) , seconded by	
Hengie	, and d	fuly adop	ted, read the s	second time by	title and referred	
to the Committee	on	Qu	bui do	irks (and	the City Plan	
Commission for r	ecommenda	tion) and	d Public Hearin	ng to be held a	fter due legal not	ice,
at the Council C	hambers,	City-Cou	nty Building, F	ort Wayne, Ind	iana, on	,9
theday	of			197, at		
o'clo <del>ck P.M.,E.S</del>				1 1	/ . / /	
Date:	6-2	4-15	, 	CITY CLERK	Pe Electorna	2
Read the th	ird time	în full a	and on motion b	1 /2 /2	sea).	_,
seconded by						
Passed (LOST) by						
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SCHMIDT, V.	_	tenniumine		**************************************		
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TALARICO	~	No. of Concessions		1	,	
DATE:	7-9-	75.	Lh	asles W. W.	lestermon	
Passed and	adopted b	y the Com	nmon Council of	the City of Fo	Chief Depart ort Wayne, Indiana	ty
as ( <del>Zoning Map)</del>	(General)	(Annexa:	Hon) (Special)	(Appropriation	n) Ordinance	
(Resolution, No.	8-12	7-75.	on the Fit	day of	uly , 197	5.
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			WAYNE ASPHALT	CONSTRUC	TION for Resolution	5688-1975
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ave hed	said Ordinanc	e under cons	ideration and	beg leave	to report back to	the Common
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	hn Nuckols	antique de caption de la proprieta de la caption de la cap		Tel	100	Jacob p
Wi	lliam T. Hir	iga		Will	ham The	non
Do	nald J. Schr	nidt		Q	Schmill	9
			MADE A MATI	ER OF RECO	RD	
		DATE 7	-8-75 CHARLES V	V. WESTERMA	N, CITY CLERK	



### THE CITY OF FORT WAYNE

board of public works

May 27, 1975

The Common Council Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

Contract	''A''	-	Rieth-Riley Const. Co.	\$235,448,35
Contract	"B"	-	Rieth-Riley Const, Co.	78,875.85
Contract	11C11		Dailey Asphalt Products	347,826,20
Contract	$^{11}D^{11}$	-	Wayne Asphalt & Const.	62,900,05
Contract	"E"	_	Wayne Asphalt & Const.	103,028.75
Contract	F	_	Wayne Asphalt & Const.	55,067.00
			Brooks Const. Co.	107,380,68

Dur to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule, the Board respectfully requests "Prior Approval" of these contracts.

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance,

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal, Member

CEO:bt

Attachments

cc: Mayor

APPROVED

NITY EMPLOYER

DDO	IECT		-u\	BID	AN	ALYSI	5 5	HEET		SEELCE O	C CITY	ENGINEER
		1975 Resurfacing (Contract "		175		MATER	ILAI			ORT WAY		DIANA
DATE					WAYNE /	ASPHALT AND	DAILEY		HIPSKIN	D ASPHALT DRATION		CONSTRUCTION
STR		- ALLEYS-SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	UNIT	TOTAL BID	UNIT	TOTAL BID	UNIT	TOTAL BID	UNIT	TOTAL
2,766	Sq.Yds.	Pavement Removal	5.00	13,830.00	5,00	13,830.30	3.00	8,298,00	3.00	8,298,00	1	20,745,00
941	Tons	Hot Asphalt #9 Binder	20.00	18,820.00	19,00	17,879.00	22.00	20.702.00	21.00	19.761.00	18.00	16,938.00
532	Tons	Hot Asphalt #4 Binder	20.00	10,640.00	18.50	9,842.00	21.50	11,438.00	22.00	11,704.00	18.00	9,576.00
675	Tons	Hot Asphalt A-2 City Mix	20.00	13,500.00	21.00	14,175.00	23.00	15,525.00	23.00	15,525.00	19.75	13,331.25
1,985	Gals.	Liquid Asphalt Tack Coat	0.50	992,50	0.75	1,488.75	0.75	1,488.75	0.80	1,588.00	0.75	1,488.75
17	Each	Water Valves Adjusted .	40.00	680.00	30.00	510.00	40.00	680.00	50.00	850,00	45.0	765-00
27.	Each	C.B.'s Adjusted to grade	100.00	2,700.00	150.00	4,050.00	150.00	4,050.00	200.00	5,400.00	1.55.00	4,185.00
9	Each	M.H.'s Adjusted to Grade	100.00	900.00	125.00	1,125.00	125.00	1,125.00	250.00	2,250,00	125.00	1.125.00
		TOTALS		\$ 62,062.50		\$ 62,900.05		\$ 63,306.75		\$ 65,376.00		\$ 68,154.00
								Regular		Regular		Conditional
								None		None		None
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	707 DED DE DE CONTROL		COLUMN STUTE PROSES	THE RESERVE THE PARTY OF THE PA				CONTRACTOR AND TOTAL				I many participation of

62-126-9 6/14/25

# CONTRACT Preliminary Meeting \_\_\_\_

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL

150.00

125.00

Ons Aurzement, made and	I entered into this day of tune	, 19/5
by and betweenWAYNE A	SPHALT AND CONSTRUCTION CO., INC	
after called "City," under and by vir entitled "An Act Concerning Muni	the City of Fort Wayne, Indiana, a municipal corporat tue of an act of the General Assembly of the State cipal Corporations," approved March 6, 1905, and all TNESSETH: That the Contractor covenants and ag	of Indiana, amendatory
croye Contract "D", Res. No.	5688-75, by resurfacing Leesburg Road from	S/P/L
Spring Street to a point 340	feet ± northwesterly to the Norfolk and We	stern
Railroad; Brooklyn Avenue fr	om S/P/L Taylor Street to the north pavemen	t line
of Covington Road.		
by grading and paving the roadway	to a width offeet with	
nent Resolution No. 5688-1975 and	1 at the following price per lineal foot	
** ***		
/		
t the following prices:	·	
avement removal	Five dollars and no cents, per square yard	5.00
ot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
ot asphalt #4 binder	Eighteen dollars and fifty cents, per ton	18.50
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Liquid asphalt tack coat	Seventy five cents, per gallon	.75
Water valves adjusted and	Thirty dollars and no cents,	30.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

per each

no cents, per each

and no cents, per each

One hundred fifty dollars and

One hundred twenty five dollars

set to grade

set to grade

Catch basins adjusted and

Manholes to be adjusted and set to grade

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before. Compare 1., 19.75, and the Contractor agrees to pay and

and in all respects completed on or before. October 1, 19, 13 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date ..., 19. until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entiting said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper stands and care will be exercised, that said party will properly and fully guard all excavations and cangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

City of Eart Wayne, By and Through:

Cal & Ollow

Its Board of Public Works and Mayor.

EV: C. A. Slaurent

Contractor, Party of the First Part.

# GUARANTY BOND

Andm All Aen by These Fresents, That we
WAYNE ASPHALT AND CONSTRUCTION CO., INCContractors
as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty Two Thousand
Nine Hundred Dollars and Five Cents
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.  The conditions of the above obligation are, that whereas the said
WAYNE ASPHALT AND CONSTRUCTION CO., INC
did on the
, enter into a contract with the City of Fort Wayne to construct a
WK
by resurfacing Leesburg Road from S/P/L Spring Street to a point 340 feet ±
northwesterly to the Norfolk and Western Railroad; Brooklyn Avenue from S/P/L '
Taylor Street to the north pavement line of Covington Road.
according to certain plans and specifications, and for a period of three (3) years also warranting and guaranteeing the work material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said
WAYNE ASPHALT AND CONSTRUCTION CO., INC shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee; and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.
WITNESS our hands and seals this 5 day of June, 1975
YASTE ZENT & RYE, INC. Authorized Agents  BY:  WANTE ASPHALT AND CONSTRUCTION CO (SEAL)  BY:  WILLIAM (SEAL)  AND FOOVED this  day of  CALE Officer  Approved this
Board of Public Works.

# LIABILITY BOND

Know All Men by These Bresents. That we	
WAYNE ASPHALT AN	D CONSTRUCTION CO., INC
as principal, and UNITED STATES FIDELITY AND	D GUARANTY COMPANY of BALTIMORE, MARYLAND
	J. 27 1181.
	7,100
as surety, are held and firmly bound to the City of	Fort Wayne, Indiana, in the sum of Sixty Two
Thousand Nine Hundred Dollars and Five	Cents
	de we jointly and severally hind ourselves our heirs
The condition of the standard to the	(\$62,900,05)
the conditions of the above obligation are such,	that if the above named party of the first part shall
faithfully comply with the foregoing contract n	nade and entered into the
day of with the City	of Fort Wayne, Indiana, and shall faithfully fulfill
ment as to the workmanship, material and condition true intent and meaning thereof in all respects, the main in full force and virtue in law and in the eve tion of said work, such extension-shall not in any to	the decrept the warranty and guaranty of the pave- ns for the period of three (3) years, according to the ten this obligation to be void, otherwise to be and re- nt the said City shall extend the time for the comple- way release the sureties on this bond.  June, 1975  day of June, 1975
YASTE, ZENT & RYE, INC.  AUTOCITICAL AGENTS JUNCLES  BY: VACCE, ZENT & RYE, INC.	WAYNE ASPHALT AND CONSTRUCTION CO(SEAL) BY: UNITED STATES FIDELITY & GUASASTY
	ITS: Hand Sule (SEAL) Attorney-in-fact
4-8 8-1 Page 1-1	(SEAL)
	()
Approved this day of	June 17 ps
Date Duint	
Calle Onse	<del>-</del>
Board of Public Works.	
COMPLETED IN STREET ENGINEERING OFFICE	en en en en en en en
E. L. V. T. L. C. L.	
AY 30, 1975	and the second of the second o
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who promise a second	

'CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INDUSTRIAL FUND PW-PER WEEK

We, the undersigned committee, baing appointed to prepare a schedule of the prevailing Mages to be paid in connection with, ALL CONSTRUCTION AND NAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades

to wit;								
TRADES OR OCCUPAT	TON	CLASS	RATE PER HR.	W.SH	PEN	VAC	APP.	MISC,
ASBESTOS WORKER		S	9.95	35°.	55¢			3if
BO ILERMAKER		s	10.05	50	1.00		10	
		S	8,89	30	25		1	
PR ICKLAYER					6%		4	2if
	ILDING)	S	9.01	47	40		5	21f
(H)	(GHWAY)		9,01	/	70		1	1
CEMENT MASON		S	8.30	40				-
ELECTRICIAN		S	9.10	30	1%#30		4	
ELEVATOR CONSTRUC	TTOR	S	8.77	445	29	7%	. 2	
LDEVAIOR CONSTRO	,				-			0.501
GLAZIER		S	8,24	12		25	4	35¢holida
Hanger		s	9.70	55	65		1	
IRON WORKER		S-SS	9.70		05		-	1
LABORER (I	BUILDING)	บร	5.95-6.25	35	30		7	
	HIGHWAY)	S-US-SS	5.90-6.05	35	30		17	
(5	SEWER)	S-US-SS	6.25-7.33	35	30		7	ļ
LATHER		S	8,20		25		1	3if
HILLWRIGHT & PILE	פדווד כחם	S	8,64		6%		4	2if
MILLWRIGHT & FILM	TOKTANK	S-SS					1	
OPERATING ENGINE	ER (BUILDING)	US	6.75-9.15	40	40		5	
Or market and and area	(HIGHWAY)	S-SS-US	6.61-8.30	30	30		5	
	(SEWER)	S-SS-US	7.07-9.27	40	40		5	ļ
PAINTER		S	7.49-8.49	32	25		7	
		S	7.91	40				
PLASTERER		1-	17.91				1	
PLUMBER & STEAMF	ITTER	S	9.20	30	65		7	41E
MOSAIC & TERRAZZ	O GRINDER	S	6,65-8.50					
ROOFER		S	8.40		10			
		S	9, 19	35	30		4	Sif
SHEETMETAL WORKE	K	S-SS	1000				1	
TEAMSTER	(EUILDING)	US	6.68-7.63	16pw	17pw			
	(UTCHUAY)	5-28-05	6.56-7.16	16pw	17pw			1
TE ADV CLASSIFIC	ATTONS ARE CMITT	ED IN THE	ABOVE SCHEDOLE	THE P	REVAILI	G WAG	E SCALE	E SHALL BE

If any CLASSIFICATIONS ARE CMITTED IN THE ABOVE SCHEDOLE, THE PREVAILING PAID. The above and forgoing shall shall be the minimum pervailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS PAR DAY OF 572 10 . 19 75

Science We suising MOSKS

1 Ca REPRESENTING GOVERNOR, STATE OF INDIANA REPRESENTING THE AWARDING AGENT!

Fred m Elen REPRESENTING STATE A.F.L. & C.I.O.

#### CERTIFIED COPY

### GENERAL POWER OF ATTORNEY

No 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne , State of Indiana its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all stand things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND/CUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and phase-ever the said.

Lane I. Grile

may lawfully do in the premises by	virtue of these presents.	

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this day of April A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

Notary Public.

(Signed) By James A. Mappus

Vice-President.

(SEAL) (Signed) John H. Aitken

Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

ss:

On this 19th day of April . A. D. 19 73 before me personally came . Wiee-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken . Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworm, said that they resided in the Gity of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like orders as Vice-President and Assistant Secretary, respectively, of the Company, My commission expires the first day in July, A. D. 19.......

(SEAL) (Signed) Herbert J. Aull

STATE OF MARYLAND BALTIMORE CITY. Set.

I. Robert H. Bouse

Court of Record, and has a seal, do hereby certify that

Herbert J. Aull

N. Esquire, before
when the aneaced affabries were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the
State of Maryland, in and for the City of Baltimore, duly commissioned and sworm and authorized by law to administer oaths and take
acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said
Notary, and verify believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

#### COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of basiness that this Company appoint agents and automeys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Denniston of Canada and in the Colon of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or sgents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fieldity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent to execute and guarantee the conditions of any and all bonds, recognitionnee, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundjand, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, officer or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capsacties whatsoever, conditioned for thoigh or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GURARNTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane T. Grile

of Fort Wayne, Indiana , authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company of the Company in the C

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 5, 1975

Assistant Secretary

PRO	JECT_	Contract (E)		BID	AN	IALYSI	S S	HEET		lt Resurfa OFFICE	-	ITY	ENGINEER
DATE	5,	/14/75 RES. NO	5688-197			MATER	IAL _			FORT V			DIANA
	CON	TRACTORS	, KE	,51014	Wayne A Constru	sphalt and ction Co., Inc.	Hipskin	d Asphalt Corp.					4.
STR QUAN	EETS	- ALLEYS-SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID 3.00	TOTAL BID	UNIT BID	TOTAL	_ UI	IIT ID	TOTAL BID
1426	Sq. Yd.	Pavement Removal	5.00	7,130.00	5.00	7,130.00	3.00	4,278.00					
1047	ton	Hot Asphalt #9 Binder	20.00	20,940.00	19.00	19,893.00	19.00	19,893.00					
1048	ton	Hot Asphalt A-2 City Mix	20.00	20,960.00	21.00	22,008.00	20.00	20,960.00-					
4175	Ft.	Curb Removal	2:00	8,350	3.00	12,525.00	3.00	12,525.00					
3575	L/F	New 6" x 6" Curb on Hook	5.00	17,875.00	3.50	12,512.50	7.00	25,025.00					:
600	L/F	New 6" x 18" Curb	5.00	3,000.00	8.50	5,100.00	7.00	4,200.00					
27	C.B's	Adjust & Set to Grade	100.00	2,700.00	150.00	4,050.00	200.00	5,400.00					. 0
15	M.H.'s	Adjust & Set to Grade	100.00	1,500.00	125.00`	1,875.00	175.00	2,625.00					)
2727	Gal.	Liquid Asphalt Tack Coat	0.50	1,363.90	0.75	2,045.29	0.60	1,636.20					į.
180	ton	Top Soil	10.00	1,800:00	12.50	2,250.00	10.00	1,800.00					:
1000	Sq. Yd.	Mulching, Seeding & Fert.	0.60	600.00	0.95	950.00	1.00	1,000.00		·			
8300	L/F	Routing Joint & Fill Asp. Fi	ller 1.50	12,450.00	1.50	12,450.00	1.00	8,300.00					j
8	Each	Water Valves Adj.	40.00	320.00	30.00	, 240.00	40.00,	320.00					
		TOTAL .		98,988.50		103,028.75		107,962.20					
						Regular							
		DECOMPT				None		None					
		DISCOUNT						Notic					
						4% Over Est.							
													***
1			Value of the Contract of	THE REAL PROPERTY.					T-TANKER PERSON				The state of the s

62-126-12

4/1/75

Min A ....

CONTRACT Ratification Ratification

with full Philipill, made and	day of day of	, 19/1
by and between WA	YNE ASPHALT AND CONSTRUCTION CO., INC	
after called "City," under and by vir entitled "An Act Concerning Muni-	the City of Fort Wayne, Indiana, a municipal corp tue of an act of the General Assembly of the Str cipal Corporations," approved March 6, 1905, and TNESSETH: That the Contractor covenants and	ate of Indiana, all amendatory
prove Contract "E", Res. No. !	5688-1975, by resurfacing Pettit Avenue	from W/P/L
	field Avenue, Calhoun Street from N/P/L	
to N/P/L Paulding Road.	, series	. eccit Avenue
to lyryb radiuling Road.		
by grading and paying the roadway	to a width offeet with	
	Teet with	
	o the entire satisfaction of said City, in accordance	
at the following prices:		
Pavement removal	$F_{1}$ ve dollars and no cents, per square yard	5.00
dot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Curb removal	Three dollars and no cems, per lineal foot	3.00
lew 6" x 6" curb on hooks	Three dollars and fifty cents, per lineal foot	3.50
New 6" x 18" curb	Eight dollars and fifty cents, per lineal foot	8.50

by grading and paving the roadway to a width offeet	with

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5688-1975 and at the following price per lineal-foot

### at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Curb removal	Three dollars and no certs, per lineal foot	3.00
New 6" x 6" curb on hooks	Three dollars and fifty cents, per lineal foot	3.50
New 6" x 18" curb	Eight dollars and fifty cents, per lineal foot	8.50
Catch basins adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Manholes adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00
Liquid asphalt tack coat	Seventy five cents, per gallon .	.75
Top soil	Twelve dollars and fifty cents, per ton	12.50
Mulching, seeding, and fertilizer	Ninety five cents, per square yard	•95
Routing joint and fill	One dollars and fifty cents,	1.50
with asphalt filler	per lineal foot	
Water valves adjusted and set to grade	Thirty dollars and no cents, per each	30.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No.5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to hidders.

in accordance with instructions to bidders and in all respects completed on or before CCCOOPT 1. 19. 25 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facile evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injuy to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this.....

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

ITS:

intractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

SPROVED AS O FORM AND LEGAL CO.

# GUARANTY BOND

Know All Men by These	Frenenis, That	we		
WAYNE AS	PHALT AND CONST	RUCTION CO., I	NC	Contract
as principal, and UNITED	STATES FIDELITY	AND GUARANTY	COMPANY of BALT	TIMORE, MARYLAN
as principal, and				
				as sure
are held and firmly bound	to the City of Fort	Wayne, Indiana,	in the sum of One	Hundred Three
Thousand Twenty Eight	Dollars and Se	venty Five Cen	ts	
				103,028.7
for the payment of which executors, administrators at The conditions of the	well and truly to b and assigns firmly	e made we jointly by these presents	and severally bind	ourselves, our hei
WAYNE	ASPHALT AND CO	NSTRUCTION CO.	, INC	
				The contraction
did on the		day of		से (उत्प्राप्तक)
	, enter into	a contract with ti	he City of Fort W	ayne to construc
				Pavemi
636XX86		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ntract "E", Res	. No. 5688-197
by resurfacing Pettit	Avenue from W/	P/L Calhoun St	reet to E/P/L H	airfield Aven
Calhoun Street from N	/P/I. Pettit Ave	nue to N/P/L P	aulding Road.	
COM SINCE OF ANALOGO CONTRACTOR OF THE CONTRACTO		_	to certain plans as	ıd specifications, a
also warranting and guara	a period of thr nteeing the work,	ee (3) years material and condit	ion of the pavemen	t thereof as provid
in aforesaid contract and s	pecifications. Nov	v if the said ====		
WAYNE ASPHALT AND CO				
				- 1
ments of said warranty an manner provided for, then	d guaranty, and m this bond to be null	ake all repairs req and void, otherwi	uired under said g se to be in full for	uarantee, and in the
WITNESS our hands	and easle this	5da	y of June	, 1975
WITHESS our names	and scale tins	WAYNE ASPH		INC.
YASTE, ZENT & RYE,	INC.	MAINE ASPR	ALI AND CONSTRU	JCTION CO. (SEA
Authorized Agents	" Lusia	BY: CONITEDOS	TATES FIDELI	TY & GHARANT
BY: YASTE, ZENT	& RTE, INC.	NIS: DR	ne I. X	Dicke (SEA
	16	( /	y-in-fact	2/2/3/2/1/1/1/2/
Approved this		day of		SCW92 (INS)
1 1 1 1 1		//		
10000	- cel			1 7711
Carle On	100)			· ////

# LIABILITY BOND

Know All Ken by These Breaeris, That we
WAYNE ASPHALT AND CONSTRUCTION CO, INC
as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND
as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred
Three Thousand Twenty Eight dollars and Seventy Five cents
(\$103,028.75)
The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the
day of, with the City of Fort Wayne, Indiana, and shall faithfully fulfall all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the even the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.  WITNESS our hands and seals this
TANK
YASTE, ZENT & RYE, INC. Authorized Agents BY UNITED STATES FIDELITY & GUARANTY ITS:  YASTE ZENT & RYE, INC.  AUTHORIZED STATES FIDELITY & GUARANTY ITS:  A
Approved this 16 day of 1970 1970 1970 1970 1970 1970 1970 1970
Board of Public Works.
COMPLETED IN STREET ENGINEERING OFFICE
W - 20 '10mg

CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INDUSTRIAL FUND PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing MARGES to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONFRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPAT	CION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	9.95	35¢,	55¢			31f
Warren Colleges							1	
EO ILERMAKER		S	10.05	50	1.00		10	ļ
BR ICKLAYER		S	8.89	30	25		1	
(D)	JILDING)	S	8.31		6%		4	2if
	IGHWAY)	S	9.01	47	40		5	2if
CEMENT HASON		S	8.30	40				
ELECTRICIAN		S	9.10	30	1%+30		4	
ELEVATOR CONSTRU	CTOR	S	8.77	447	29	7%	2	
GLAZIER		S	8.24	12	-	25	4	35¢holida
		S			=		1	
IRON WORKER			9.70	55	65		1	
LABORER (	BUILDING)	S-SS US	5,95-6,25	35	30		7	1
	HIGHWAY)	S-US-SS	5.90-6.05	35	30		1.7	
(SEWER)		S-US-SS	6,25-7,33	35	30		7	
LATHER		S	8,20		25		1	3if
	COD THEE	s	8,64		6%		4	2i.£
MILLWRIGHT & PIL	CDKIATK	S-SS	10.0		-		i	
enim imitan manan	ER (BUILDING)	us	6.75-9.15	40	40		5	
OPERATING ENGINE	(HIGHWAY)	S-SS-US	6.61-8.30	30	30		5	1
	(SEWER)	S-SS-US	7.07-9.27	40	40		1 5	
PAINTER		·s	7,49-8,49	32	25		7	
Painted			-					
PLASTERER		S	7.91	40				
PLUMBER & STEAMF	ITTER	S	9,20	30	65		7	4if
MOSAIC & TERRAZZ	O GRINDER	S	6.65-8.50					
ROOFER		S	8.40		10			
SHEETMETAL WORKE	R	s	9.19	35	30		4	9if
JHLDHIDARD WORKE		S-SS						
TEAMSTER	(BUILDING)	US	6.68-7.63				-	
	(HIGHWAY) ATIONS ARE CMITT	S-SS-0S	6.56-7.16	lápw	17p₩		1	

PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as sat by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS WALL DAY OF 577 . 19 75

REPRESENTING GOVERNOR, STATE OF INDIANA LANGE Beinerd's

REPRESENTING THE AWARDING AGENT.

Ful m. El REPRESENTING STATE A.F.L. & C.I.O.

#### CERTIFIED COPY

### GENERAL POWER OF ATTORNEY

83680 No.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne . State of Indiana its true and lawful attorney in and for the State Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perfect all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY, COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED (STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 191 day of , A. D. 19 73 April

UNITED STATES FIDELITY AND GUARANTY COMPANY.

Notary Public.

	(Signed) By James A. Mappus	2 2010
	The second of the second secon	Vice-President.
(SEAL)	(Signed) John H. Aitken	
4.		Assistant Secretary.
STATE OF MARYLAND.		1 1 - 1

BALTIMORE CITY.

191 , A. D. 19 73 before me personally came On this day of April , Vice-President of the UNITED STATES FIDELITY AND GUARANTY James A. Mappus . Assistant Secretary of said Company, with both of COMPANY and John H. Aitken

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; James A. Mappus and John H. Aitken the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19......

Herbert J. Aull

STATE OF MARYLAND BALTIMORE CITY.

(SEAL)

FS 3 (9-67)

. Clerk of the Superior Court of Baltimore City, which Court is a Robert H. Bouse Herbert J. Aull . Esquire, before Court of Record, and has a seal, do hereby certify that whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Baltimore City of Baltimore City, the same being a Court of Baltimore City of Baltimore of Record, this 19th day of Robert H. Bouse

(SEAL) (Signed) Clerk of the Superior Court of Baltimore City.

#### COPY OF RESOLUTION

. That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Doninion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal; to appoint any presno or persons as attorney or attorney-sinfact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fieldity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or he have allowed and:

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognitizance, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or hy any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundiand, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all expectative whatsoever, conditioned for thoing or any thing of anything or any conditions which may be, provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Grile

of Fort Wayne, Indiana , authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directions of said Company, duly called and held at the office of the Company in the City of Balimore, not 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meetine.

In Testimony Whereof, I have hereunto set my band and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 5, 1975

PRO	JECT	1975 Resurfacing (Contract "	= 11)	BID	AN	ALYSI	5 5		(	DEFICE O	F CITY	ENGINEER
		14, 1975 RES. NO	5688-197		_	MATER	IAL _			FORT WAY		DIANA
	CON	ITRACTORS	16	51011	WAYNE ASI	PHALT AND		ND ASPHALT ORATION		ONSTRUCTION		and Charles
STR JUAN	EETS UNIT	- ALLEYS—SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	CO., I UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
3,996	Sc.Yds.	Pavement Removal	5.00	19,980.00	5.00	19,980.00	4.00	15,984.00	7.50	29,970.00		i i
800	Lin.Ft.	Curb Removal	2.00	1,600.00	3,00	2,400.00	3.00	2,400.00	1.70	1,360.00		
800	Lin.Ft.	New 6" x 6" Curb	5.00	4,000.00	3.50	2,800.00	6.00	4,800.00	2.80	2,240.00		
757	Tons	Hot Asphalt #9 Binder	20.00	15,140.00	19.00	14,383.00	21.00	15,897.00	18.00	13,626.00		- Inchesional Control of Control
418	Tons	Hot Asphalt A-2 City Mix	20.00	8,360.00	21,00	8,778.00	22.00	9,196.00	19.75	8,255,50		a pilono
10	Each	M.H.'s Adjusted to Grade	100.00	1,000.00	125.00	1,250.00	250.00	2,500.00	125.00	1,250.00		200
20	Each	C.B.'s Adjusted to Grade	100.00	2,000.00	,150.00	3,000.00	200.00	4,000.00	155.00	3,100.00		
10	Each	Water Valves Adjusted	40.00	400.00	30.00	300,00	50.00	500.00	45.00	450.00		The same of the sa
1	Each	New Standard Inlet	400.00	400.00	750.00	750.00	500.00	500.00	700.00	700.00		-
1,100	Gals.	Liquid Asphalt Tack Coat	0.50	550.00	0.75	825.00	0.80	880.00	0.75	825.00		1
90	Sq.Yds.	Seed, Mulching & Fertilizer	0.60	54.00	1.50	135.00	5.00	450.00	2.10	189.00		
25	Tons	Dirt Backfill	10.00	250.00	10.00	250.00	10.00	250.00	12.00	300.00		The same of the sa
12	Lin.Ft.	12" R.C.P. Cl. IV	14.00	168.00	18.00	216.00	30.00	" 360.00	15.00	180.00		discussion of the same
								· · · · · · · · · · · · · · · · · · ·				The second second
		TOTALS		\$ 53,902.00		\$ 55,067.00		\$ 57,717.0C		\$ 62,445.50		
						Regular		Regular		Conditional		
		DISCOUNT				None		None		None		N may a
1												
						2% Over		·				
						,						
transcriptor 5				CALPINETE COLUMNIC								1
									- LANGE OF STREET			

62-126-11

116/75

125.00

# CONTRACT Preliminary Meeting \_\_\_\_\_

SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting

This Agreement, made an	d entered into this 16 day of June	1,1975
by and between	-WAYNE ASPHALT AND CONSTRUCTION CO., INC	
PP====================================		
after called "City," under and by vi entitled "An Act Concerning Mun and supplementary acts thereto, W	rtue of an act of the General Assembly of the State icipal Corporations," approved March 6, 1905, and al ITNESSETH: That the Contractor covenants and	of Indiana, l amendatory agrees to im-
Anthony Boulevard to E/P/L	Gaywood Drive.	1
by and between		
ent Resolution No. 5698-1975 an	d at the following price per lineal foot:	
t the following prices:		
avement removal		5.00
Curb removal		3.00
" x 6" curb		3.50
ot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Not asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00

One hundred twenty five dollars

and no cents, per each

Manholes adjusted and

set to grade

by grading and paving the roadway to a width offee	t with
--	--------

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5698-1975 and at the following price per lineal foot

### at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Curb removal	Three dollars and no cents, per lineal foot	3.00
6" x 6" curb	Three dollars and fifty cents, per lineal foot	3.50
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Manholes adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00
Catch basins adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Water valves adjusted and set to grade	Thirty dollars and no cents, per each	30.00
New standard inlet	Seven hundred fifty dollars and no cents, per each	750.00
Liquid asphalt tack coat	Seventy five cents, per gallon	.75
Seeding, mulching, & fertilizer	One dollar and fifty cents, per square yard	1.50
Dirt backfill	Ten dollars and no cents, per ton	10.00
12" R.C.P., Class IV	Eighteen dollars and no cents, per lineal foot	18.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No.5638\_1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached herecto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders

and in all respects completed on or before October 1..., 19..75 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date ,19... until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for intis contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

Its Eoard of Public Work and Mayor.

SPPROVED AS TO REM AND A SOCIETY

## GUARANTY BOND

Know All Men by These Pr	esenis, That	we ======				
AW	YNE ASPHALT A	ND CONSTRU	CTION CO.,	INC	Contract	tors
as principal, and UNITED STA	TES FIDELITY	AND GUARAN	TY COMPANY	of BALTIM	ICRE, MARYLA	ND
					as sur	ety
are held and firmly bound to t	he City of Fort	Wayne, Indi	ana, in the su	m of Fifty	Five	
Thousand Sixty Seven Dol	lars and No C	Cents				
					(\$55,067.0	<u> </u>
for the payment of which well executors, administrators and The conditions of the abo	assigns firmly b	y these pres	ents.	-	irselves, our he	irs,
WA	YNE ASPHALT A	IND CONSTRU	CTION CO.,	INC	1.011.00	
did on the		day of				1
	, enter into a	a contract wi	th the City o	f Fort Way	ne to construc	ta
					Pavem	ent
6X		#\$XX \$\$\$\$\$Z	Contract "	F", Res.	No. 5688-19	75,
by resurfacing Pettit A	venue from W/	P/L Anthon	y Boulevard	to E/P/L	Gaywood Dr:	ive.
					4	
				-		
		accord	ing to certain	plans and	specifications,	and
tor a po also warranting and guarantee	eriod of thre			pavement t	hereof as provi	ded
in aforesaid contract and speci	fications. Now	if the said				
WAYNE ASPHALT AND CONST	RUCTION CO.,	INCshall f	aithfully perfo	orm and full	fil all the requ	ire-
ments of said warranty and gr						,
manner provided for, then this	bond to be null a	ind void, othe	rwise to be in	full force a	and effect.	ine
WITNESS our hands and	seals this	5	day of	June,	1975	1
VACUE A VENUE C DVE TI	VIC.	WAYNE A	SPHALT AND	CONSTRUCT	ION CO. SEA	
YASTE, ZENT & RYE, I) Authorized Agents	2.	BY: (2)	1-1	lein	(SEA	7)
Milhon G. C	×errcle	VINITED	STATES F	IDELITY	& GUARANT	Y
YASTE, ZENT & F	RYE, INC.	Arto	rney-in-f	act	(SEA	L)
Approved this	16 d	ay of	Same	1975	12 (8h2) 1 1	IJ,
C. 0 6 10 2	as O	_ D			Basical J.	1
Board of	of Public Works.					

## LIABILITY BOND

Know All Cen by These Presents, That we	
WAYNE ASPHALT AND C	ONSTRUCTION CO., INC
as principal, and UNITED STATES FIDELITY AND	GUARANTY COMPANY of BALTIMORE, MARYLAND
	100
as surety, are held and firmly bound to the City of Fe	ort Wayne, Indiana, in the sum of Fifty Five
Thousand Sixty Seven Dollars and No Cent	
for the payment of which well and truly to be made executors, administrators and assigns firmly by the	e we jointly and severally bind ourselves, our heirs, ese presents.
	(\$55,067.00)
The conditions of the above obligation are such, t	,
faithfully comply with the foregoing contract ma-	de and entered into the
day of, with the City or all the conditions and stipulations therein containement as to the workmanship, material and conditions true intent and meaning thereof in all respects, their main in full force and virtue in law and in the evention of said work, such extension shall not in any with the condition of said work, such extension shall not in any with the condition of said work, such extension shall not in any with the condition of said work, such extension shall not in any with the conditions are conditions.	s for the period of three (3) years, according to the this obligation to be void, otherwise to be and re- the said City shall extend the time for the comple-
WITNESS our hands and seals this	5 day of June, 1975
Authorized Agents Juncker BY: YASTE ZENT & RYE, INC.	NAYNE ASPHALT AND CONSTRUCTION CO (SEAL)  SY:  U (SEAL)  U (SEAL)  U (SEAL)  U (SEAL)  THE STATES FIDELITY & GUARANTY  TS:  ALLOTNEY-in-lact  ACCOUNTY  ALLOTNEY-in-lact
	(SEAL)
Approved this 6 day of.	June 1975 ( Caso )
Board of Public Works.	
COMPLETED IN STREET ENGINEERING OFFICE	
May 30, 1975	

CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INDUSTRIAL FUND PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTES OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades

to wit; TRADES OR OCCUPATION	r	CLASS	RATE PER HR.	, HE.W	PEN	VAC	APP.	MISC.
CAUSS OR OCCUPATION	•							
ASBESTOS WORKER		S	9.95	35c.	55¢			3if
BOILERMAKER		S	10.05	50	1,00		1¢	-
BR ICKLAYER		s	8.89	30	25	-	1	
			0.01		6%		4	21f
CARPENTER (BUILT		S	8.31	47	40		5	21f
(HIGHV	(AY)		3,02				1	
CEMENT MASON		S	8,30	40			-	
ELECTRICIAN		S	9.10	30	1%#30		4	
ELEVATOR CONSTRUCTOR		S	8,77	443	29	7%	2	
		S	8, 24	12		25	4	35¢holida
GLAZIER		3	8.24	12	=	-23	1	33-1101155
IRON WORKER		S	9.70	55	65		1	
		s-ss		25	30		7	
	DING)	S-US-SS	5,95-6,25	35	30		17	
(SEWI	HWAY) ER)	S-US-SS	6.25-7.33	35	30		7	
(35"		2=013						
LATHER -		S	8,20		25		11	3if
MILLWRIGHT & PILEDR	I VER	S	8.64		6%	-	4	2if
FILLIPATORI & LIBERT		5-55						
OPERATING ENGINEER	(BUILDING)	US	6.75-9.15	40	40		5	
	(HIGHWAY)	S-SS-US	6.61-8.30	30	30		5	-
	(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER		s	7.49-8.49	32	25		7	
		S	7.91	40			į	
PLASTERER		3	7.91	1 40	-		1	
PLUMBER & STEAMFITT	ER	S	9.20	30	65		7	41f
MOSAIC & TERRAZZO G	RINDER	S	6,65-8,50					
ROOFER .		s	8.40		10			
KOOF SEC .						-	4	0.16
SHEETMETAL WORKER		S	9.19	35	30		14	Sif
	(DUTE DINE)	S-SS US	6,68-7,63	1655	170W			- Indiana
TEAMSIER	(BUILDING) (HIGHWAY)	S-58-0S	6 56-7.16	16υ₩	17pw		1	
If any CLASSIFICATI	ONE ADE CATTO	ED IN THE	ABOVE SCHETZE B	THE P	REVAILI	KG WAG	E SCALE	E SHALL BE

If any CLASSIFICATIONS ARE CMITTED IN THE ABOVE SCHEDTE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum pervailing wage scale for this project as and by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS UNE DAY OF WALL . 19 75

REPRESENTING GOVERNOR, STATE OF INDIANA Copaniel Second ) REPRESENTING THE AWARDING AGENT.

End m. Elin REPRESENTING STATE A.F.L. & C.I.O.

#### CERTIFIED COPY

### GENERAL POWER OF ATTORNEY

83680 No.....

Know	all	Man	h-	there	Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne Indiana . State of its true and lawful attorney in and for the State of Indiana

(SEAL)

FS 3 (9-87)

for the following purposes, to wit:			Licenzon 122
To sign its name as surety to, and to exec all acts and things set forth in the resolution o COMPANY, a certified copy of which is hereto FIDELITY AND GUARANTY COMPANY, thr	f the Board of Director annexed and made a	rs of the said UNITED STATES FIDELI part of this Power of Attorney; and the	SAID GUARANTY
Lan	e I. Grile	Sanday Sate	学生がいる
			and the second
may lawfully do in the premises by virtue of these In Witness Whereof, the said UNITED	presents.  STATES FIDELITY	AND GUARANTY COMPANY has cause	ed this instrument to be
sealed with its corporate seal, duly attested by the April	he signatures of its Vice		19th day of
Ch Jacob		UNITED STATES FIDELITY AND GO	UARANTY COMPANY.
	(Signed)	By James A. Mappus	Vice-President.
(SEAL)	(Signed)	John H. Aitken	
*	(Signed)		Assistant Secretary.
STATE OF MARYLAND, BALTIMORE CITY,  ss:			
COMPANY and John H. Att whom I am personally acquainted, who being it that they, the said James A. Ma the Vice-Tresident and the Assistant Secretary poration described in and which executed the featl affixed to said Power of Attorney was such tion, and that they signed their names thereto My commission expires the first day in July	ken y me severally duly sy ppus and of the said UNITED oregoing Power of Atte to corporate seal, that if by like order as Vice- y, A. D. 19	President of the UNITED STATES FIDEI Assistant Secretary of sai worn, said that they resided in the City John H. Aitken STATES FIDELITY AND GUARANT brace; that they each knew the seal of sa was so fixed by order of the Board of B	d Company, with both of of Baltimore, Maryland; were respectively Y COMPANY, the cor- tid corporation; that the Directors of said corpora-
(SEAL)	(Signed)	nei beit o. Auti	Notary Public.
STATE OF MARYLAND BALTIMORE CITY,  Sct.			
Court of Record, and has a seal, do hereby cert whom the annexed affidavits were made, and w State of Maryland, in and for the City of Balti acknowledgments, or proof of deeds to be reco	ho has thereto subscrib imore, duly commission- orded therein. I furthe genuine signature.	ed and sworn and authorized by law to a r certify that I am acquainted with the	, Esquire, before g a Notary Public of the dminister oaths and take handwriting of the said
In Testimony Whereof, I hereto set my	y hand and affix the sea April	al of the Superior Court of Baltimore City , A. D. 19 73	, the same being a Court

PAID. The above and forgoing snall shall be the manage oball it prevent the contractor or sub -

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

#### COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any presson or persons as attorney or attorney-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fieldity of persons bolding positions of public or private trust, guaranteeing the preformances of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorney sinfact, or agent to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, he allowed, regularied or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for though or not officing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by eaid Company to

Lane I. Grile

of Fort Wayne, Indiana , authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore to a the Ith day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on June 5, 1975

Assistant Secretary.

### DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance	8-75-06-2
DEPARTMENT REQUESTING ORDINANCE Board of Public	Works
SYNOPSIS OF ORDINANCE Covers contracts with Wayne Asphal	t & Construction in amount
of \$62,900.05 for Contract D, \$103,028.75 for Contract E	and \$55,067.00 for Contract
F, Resolution 5688-1975, 1975 Resurfacing program.	1
	0
SEE "PRIOR APPROVAL", BID TABULATIONS AND CONTRACTS ATTAC	CHED
EFFECT OF PASSAGE	
	·
EFFECT OF NON-PASSAGE	×
EFFECT OF NON THOUSED	
MONEY INVOLVED (Direct Costs, Expenditures, Savings)	20,995.80
ASSIGNED TO COMMITTEE	

Jullie Wills